

BMT Master Services Agreement

This Master Services Agreement (referred to interchangeably as “Agreement” or “MSA”), together with any related order form, Statement of Work or Service Level Agreement constitute the “Agreement” and governs the use by any person or entity (hereinafter referred to a “Client” or “Customer”) of the services provided by Business Machine Technologies, Inc. (“BMT”), a corporation, having offices at 1 South Corporate Drive, Riverdale, New Jersey 07457.

1) SERVICE LEVEL AGREEMENT.

Individual service engagements performed under this Agreement will be defined by a mutually approved Service Level Agreement ("SLA")SLA which is also referred to as a Statement of Work throughout this Agreement and additional documents and correspondence from BMT. SLAs will include a description of the services to be provided, project schedules, pricing, payment terms, and special terms and conditions applicable to the specific SLA. Each SLA, together with the terms of this Agreement, is a separate contract that will be effective as of the date signed by authorized representatives of both BMT and CLIENT. If any terms of the SLA conflict with the terms of this Agreement, the terms of this Agreement will take precedence.

2) CHANGES.

Except as otherwise specifically provided herein, Client agrees, during the term of this Agreement, that BMT may: (i) amend the terms and conditions of this Agreement as reasonably necessary for BMT to effectively maintain BMT's business and viability of the services; and/or (ii) modify or otherwise change the Services provided pursuant to this Agreement either in whole or in part; and/or (iii) assign or transfer the rights and obligations of this agreement as necessary or expeditious for Provider to deliver Client Services and Solutions to Client. All amendments or modifications shall be effective immediately upon being updated, with respect to this agreement, on this web page; or with respect to Services, at the sole, reasonable and professional discretion of BMT. By continuing to use BMT, subject to the Satisfaction Guarantee, Client agrees to be bound by the Agreement with respect to the services used, as modified and amended. No employee, contractor, agent or representative of BMT is authorized to alter the terms and conditions of this Agreement and Client agrees that this Agreement supersedes any other oral or written agreements

3) SERVICES.

a. Performance of Services.

Subject to CLIENT's payment obligations set forth in Section 5 below, BMT agrees to use commercially reasonable efforts to perform (or cause to be performed) the services set forth in each SLA ("Services") according to the specifications ("Specifications") and schedule set forth therein.

b. Personnel.

BMT shall assign employees, subcontractor personnel and service provider personnel with suitable qualifications to perform the Services, and shall designate a project manager who shall confer with CLIENT regarding the status of the Services at a mutually agreed-upon minimum frequency. CLIENT shall provide a suitable and safe work environment for BMT employees and service provider personnel while such employees and service provider personnel are on CLIENT's premises. BMT employees and service provider personnel shall not be required to sign any waivers, releases or other documents to gain access to CLIENT's premises in connection with the performance of the Services, and any such waivers, releases or other documents shall be invalid and shall have no effect. BMT may replace or change employees and service provider personnel as required. For the term of this Agreement and for twelve (12) months thereafter, neither party shall solicit or retain the services of any person who is an employee of the other party without the express written consent of such other party.

c. Support.

BMT agrees to use commercially reasonable efforts to provide to CLIENT the maintenance and support services ("Support"), if any, set forth in each SLA.

d. CLIENT's Obligations.

CLIENT acknowledges that CLIENT's timely provision of (and BMT's access to) CLIENT facilities,

equipment, assistance, cooperation, and complete and accurate information and data from CLIENT's officers, agents and employees ("Cooperation") is essential to the performance of the Services and the provision of Support, and that BMT shall not be liable for any deficiency in performing the Services or providing the Support if such deficiency results from CLIENT's failure to provide full cooperation as required hereunder. Cooperation includes, but is not limited to, designating a manager to interface with BMT during the course of the Services, and allocating and engaging additional resources as may be required to assist BMT in performing the Services or providing the Support.

e. Communication

All Calls may be monitored and/or recorded for training or other purposes.

4) EQUIPMENT.

a. Definition.

"Equipment" shall mean all equipment, hardware, software and components thereof to be delivered to CLIENT in connection with any SLA.

b. Site Preparation.

CLIENT shall be responsible for fulfilling the electrical, environmental and cabling requirements for all Equipment and providing reasonable working and storage space for the performance of work by BMT, its employees and service provider personnel at CLIENT's premises.

c. Delivery.

BMT shall have all Equipment for which it is responsible delivered to the site(s) designated in the applicable SLA. CLIENT shall be responsible for all freight charges.

d. Risk of Loss.

If a SLA expressly provides that CLIENT is to own certain Equipment ("CLIENT Equipment"), title to and risk of loss and damage for all such CLIENT Equipment shall pass to CLIENT upon delivery to CLIENT, except if the applicable BMT supplier demands otherwise or if such CLIENT Equipment is shipped directly from the supplier to CLIENT, in which case the risk of loss shall pass directly to CLIENT as provided by the applicable supplier's shipping and delivery policy; provided that title and full ownership rights to software and other materials, including any copies provided under this Agreement or any SLA or made by CLIENT for permitted purposes, shall remain with the respective licensors (including BMT, if applicable). BMT shall retain title to all other Equipment, provided that risk of loss and damage for all such other Equipment shall pass to CLIENT as provided above, and shall remain with CLIENT until CLIENT returns such other Equipment to BMT.

e. Other Equipment.

CLIENT is responsible for all equipment, hardware, software and components thereof purchased from sources other than BMT ("Other Equipment"). BMT may be contracted to stage, configure or install Other Equipment. In the event that any Other Equipment is faulty and causes BMT to incur expenses, or provide replacement Equipment, BMT will be entitled to recover its associated costs. BMT shall not be responsible for maintaining or warranting such Other Equipment unless expressly agreed to by BMT.

5) PAYMENTS.

a. Fees.

CLIENT shall pay to BMT the fees set forth in each SLA in accordance with the terms and conditions set forth therein.

b. Expenses.

CLIENT shall reimburse BMT for all reasonable travel, lodging, communications, shipping charges and out-of-pocket expenses incurred by BMT in connection with providing the Services, provided that such expenses are preapproved by CLIENT.

c. Payment Terms.

BMT shall submit invoices to CLIENT according to the payment schedule contained in each SLA. All amounts payable by CLIENT under a SLA shall be due upon receipt of such invoice. CLIENT agrees to pay

interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less) for all amounts not paid within fifteen (15) days from the date of the invoice therefor.

d. Taxes.

In addition to all charges specified in this Agreement, CLIENT shall pay or reimburse BMT for all federal, state, local or other taxes, including, without limitation, sales, use, gross receipts, excise, telecommunications and property taxes, or amounts levied in lieu thereof, based on charges set forth in this Agreement; provided, however, CLIENT shall have no responsibility for taxes imposed on BMT's net income by any taxing authority.

6) RIGHTS IN DEVELOPMENTS.

The ideas, concepts, know-how and techniques relating to communications and data processing developed during the course of this Agreement by BMT personnel or jointly by BMT and CLIENT personnel may be used by BMT in any way it may deem appropriate. Each invention, discovery or improvement which includes ideas, concepts, know-how or techniques relating to data processing developed pursuant to this Agreement shall be treated as follows: (i) if made by CLIENT personnel, it shall become property of CLIENT; (ii) if made by BMT personnel, it shall become property of BMT; and (iii) if made jointly by personnel of CLIENT and BMT, it shall be jointly owned without any duty of accounting.

7) TERM; TERMINATION.

a. Term.

This Agreement shall commence on the Effective Date and continue in effect until the later of (i) the second anniversary of the Effective Date, subject to extension as set forth in the SLA, or (ii) the termination or expiration of all SLAs, unless earlier terminated as provided herein.

b. Termination for Cause.

Either party may terminate this Agreement and any SLA at any time upon thirty (30) days' prior written notice to the other party (specifying in reasonable detail the nature of the material breach), if such other party materially breaches any term or condition of such Agreement or SLA and fails to cure such breach during such thirty (30) day period. In the event that CLIENT defaults in the payment of any amount due to BMT hereunder, then BMT may terminate this Agreement and/or any Statement(s) of Work at any time, in whole or in part, upon twenty (20) days' prior written notice to CLIENT if CLIENT fails to cure such default within such twenty (20) day period.

c. Termination for Insolvency.

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to such party's liquidation, insolvency or for the appointment of a receiver or similar officer for such party, makes an assignment for the benefit of all or substantially all of such party's creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of such party's obligations, then the other party may terminate this Agreement and/or any PSAs at any time, in whole or in part, immediately upon written notice to such party.

8) EFFECT OF TERMINATION.

a. Promptly upon the termination of this Agreement or any SLAs for any reason, CLIENT shall pay to BMT any and all amounts then due and outstanding in connection with any applicable Services and Equipment provided hereunder and under any SLAs through the effective date of termination.

b. In the event that any SLAs remain in effect after the termination of this Agreement for any reason, the terms of this Agreement shall continue to apply with full force and effect with respect to such SLAs, until the termination or expiration thereof.

c. The provisions of Sections 5, 6, and 8 through 14 shall survive any expiration or other termination of this Agreement.

9) TRANSITION UPON TERMINATION.

a. Termination Assistance Services.

Upon expiration or termination of this Agreement BMT shall, upon CLIENT's reasonable request and at

CLIENT's expense, provide such services as may be reasonably required to facilitate the transfer of any affected Services to CLIENT or a third-party service provider designated by CLIENT, including providing CLIENT or third-party personnel with training in the performance of the affected Services ("Termination Assistance Services").

b. Development of Transition Plan.

If and to the extent requested by CLIENT at CLIENT's expense, BMT shall reasonably assist CLIENT in developing a plan which shall specify the tasks to be performed by the parties in connection with the Termination Assistance Services and the schedule for the performance of such tasks.

c. Third-Party Contracts.

Upon request from CLIENT, and to the extent permitted by third-party contracts, BMT shall use commercially reasonable efforts for a thirty (30) day period to transfer or assign, upon CLIENT's request, any third-party contracts applicable to the affected Services for maintenance, disaster recovery services or other necessary third-party services being used by BMT and dedicated to the performance of the affected Services, to CLIENT or its designee, on terms and conditions acceptable to all applicable parties.

10) WARRANTIES AND REPRESENTATIONS.

a. Equipment.

BMT represents and warrants that, upon CLIENT's full payment for CLIENT Equipment (including freight and applicable taxes), and subject to Section 4(d), CLIENT shall acquire good and clear title to such CLIENT Equipment.

b. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, BMT MAKES NO OTHER WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER OR OTHERWISE ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ARISING OUT OF A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.

c. Improper use.

CLIENT represents that it shall not store any illegal data on systems owned and operated by BMT including, but not limited to, pornographic materials, unauthorized trade secrets, or patented materials. CLIENT acknowledges that its failure to comply with this subparagraph shall be a breach of this Agreement, and shall entitle BMT to take all actions it shall deem necessary in its sole discretion to seek remedies for the breach.

11) INDEMNIFICATION.

a. By BMT.

BMT shall defend CLIENT against any and all third-party claims, actions, suits and proceedings arising out of or in connection with a claim that

i. BMT does not have any right, title, license or approval necessary to perform its obligations hereunder and to grant CLIENT the rights granted herein, or

ii. any BMT Software is deemed to infringe any valid United States patent, copyright, trade secret or other intellectual property right of any third party, and BMT shall indemnify and hold CLIENT harmless against any and all liabilities, damages, judgments, cost and expenses (including, without limitation, reasonable attorneys' fees) incurred by same in connection therewith. CLIENT shall promptly notify BMT in writing of such claims and promptly give BMT control of the defense and/or settlement thereof and provide BMT with any and all information and assistance reasonably requested by BMT in connection therewith, at BMT's expense. Subject to the foregoing sentence, CLIENT may join in the defense or settlement of any such claim with counsel of its choice, at its own expense. In addition, in the event CLIENT's use of any BMT Software is or may be enjoined for any reason, BMT shall, at its option, either modify or replace the infringing portion thereof so that it is non-infringing or obtain for CLIENT the rights provided in this Agreement with respect thereto. BMT shall have no liability or obligation under this Agreement

for any patent, copyright, trade secret or other intellectual property right infringement or any claim thereof based upon

- (a) any program loaded by CLIENT or its agents or other consultants,
- (b) use or sale of the Equipment in combination with a device or product not purchased from BMT where the Equipment itself would not be infringing,
- (c) use of any aspect of the Equipment in a manner for which it was not designed or authorized,
- (d) modification of the Equipment,
- (e) an intellectual property right in which CLIENT or its affiliates has an interest, or
- (f) third-party Equipment or Other Equipment. The foregoing states the entire liability of BMT with respect to infringement of patent, copyright, trade secret or other intellectual property rights and is in lieu of (and BMT hereby disclaims) any other warranty, express or implied, as to any such infringement.

b. By CLIENT.

CLIENT shall defend BMT against any and all third-party claims, actions, suits and proceedings arising out of or in connection with CLIENT's misuse of Equipment, and CLIENT shall indemnify and hold BMT harmless against any and all liabilities, damages, judgments, cost and expenses (including, without limitation, reasonable attorneys' fees) incurred by same in connection therewith. BMT shall promptly notify CLIENT in writing of such claims and promptly give CLIENT control of the defense and/or settlement thereof and provide CLIENT with any and all information and assistance reasonably requested by CLIENT in connection therewith, at CLIENT's expense. Subject to the foregoing sentence, BMT may join in the defense or settlement of any such claim with counsel of its choice, at its own expense.

12) LIMITATION OF LIABILITY.

a. General Limitation.

BMT'S AGGREGATE LIABILITY TO CLIENT FOR DAMAGES IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE), SHALL NOT EXCEED THE AGGREGATE FEES FOR THE PREVIOUS TWO (2) MONTHS PAID BY CLIENT TO BMT PURSUANT TO THE SLA UNDER WHICH SUCH CLAIM AROSE OR ACCRUED.

b. Limitation on Other Damages.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, NEITHER CLIENT NOR BMT SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY DAMAGES RESULTING FROM LOSS OR INTERRUPTION OF BUSINESS, LOST DATA OR LOST PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, HOWEVER CAUSED, EVEN IF CLIENT OR BMT HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY SLA, BMT SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES CAUSED BY THE NONPERFORMANCE OF ANY SUPPLIER OR SERVICE PROVIDER OF BMT OR OF CLIENT AND CLIENT SHALL NOT BE LIABLE TO BMT OR ANY THIRD PARTY FOR ANY DAMAGES CAUSED BY THE NONPERFORMANCE OF ANY SUPPLIER OR SERVICE PROVIDER OF CLIENT OR BMT.

c. Contractual Statute of Limitations.

Except for actions for nonpayment, no action, regardless of form, arising out of or in connection with this Agreement or any SLA may be brought by either party more than two (2) years after the cause of action has accrued.

d. Outside vendors.

CLIENT acknowledges that BMT cannot be liable for issues that disrupt CLIENT'S service that are beyond

BMT's control. These issues include, but are not limited to: disruptions from network service providers; geographic issues that interfere with connection; customer misuse or lack of version control.

e. Acknowledgment.

CLIENT acknowledges that the limitations of liability contained in this Section 12 are a fundamental part of the basis of BMT's bargain hereunder, and BMT would not enter into this Agreement absent such limitations. BMT acknowledges that the limitations of liability contained in this Section 12 are a fundamental part of the basis of CLIENT's bargain hereunder, and CLIENT would not enter into this Agreement absent such limitations.

13) CONFIDENTIALITY.

a. Confidential Information.

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). For purposes of this Agreement, "Confidential Information" of a party means information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes, without limitation, the terms and conditions of any Statement(s) of Work; and any and all information and documents and work product provided and/or produced by such party ("Disclosing Party") to the other party ("Receiving Party"). Confidential Information does not include that which the Receiving Party can show (i) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party, (iii) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the Receiving Party. Without limiting the generality of, and notwithstanding the exclusions described in, the foregoing, Confidential Information of both parties includes the terms and pricing under this Agreement.

b. Restrictions on Use.

The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees, consultants or service providers who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.

c. Client Confidential Information.

BMT acknowledges and agrees that CLIENT may have records and communications with its clients that are subject to privilege and confidentiality agreements, and that such records and communications contain client confidences and proprietary information, all of which shall be considered Client Confidential Information. BMT shall not access any Client Confidential Information unless, and only to the extent, necessary to perform its obligations under this Agreement or the SLA. Notwithstanding anything to the contrary contained in this Agreement, BMT shall keep all Client Confidential Information strictly confidential without exception and shall not disclose or use any Client Confidential Information for any reason whatsoever.

d. Exclusions.

Notwithstanding the foregoing, this Agreement shall not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal

obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order). Further, each party may disclose the terms and conditions of this Agreement: (i) as required by the applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (ii) in confidence, to legal counsel; (iii) in confidence, to accountants, banks, and financing sources and their advisors; and (iv) in connection with the enforcement of this Agreement or any SLA, or any rights thereunder. The provisions of this Subsection shall not apply to CLIENT's Client Confidential Information.

e. Equitable Relief.

Subject to the provisions of Paragraph 12 contained herein, each party (as Receiving Party) acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing Party and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which its remedies at law would be inadequate. Accordingly, each party (as Receiving Party) acknowledges and agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder with respect to the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.

14) GENERAL.

a. Integration and Severability.

This Agreement (including all SLAs executed hereunder) is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter. If any provision of this Agreement or any SLA is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect.

b. Governing Law.

This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Jersey without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Jersey to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in the State of New Jersey, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding, and waives any claim that such forum is inconvenient.

c. Waiver.

No failure or delay on the part of either party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

d. Assignment.

CLIENT may not assign this Agreement or any part thereof or its obligations hereunder without the prior written consent of BMT. BMT may assign this Agreement to a successor entity with a financial worth and reputation at least equivalent to that of BMT with 60 days notice to CLIENT. Any assignment or transfer attempted without written consent, except as specifically permitted above, shall be null and void.

e. Remedies.

Subject to the Provisions of Paragraph 12 contained herein, all rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and, unless otherwise stated herein, shall not be

deemed exclusive. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

f. Notices.

Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, delivered by overnight delivery service, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth after the signatures of this Agreement or to such other address as shall be given in accordance with this Section 14(f). If notice is given in person or by courier, it shall be effective upon receipt; if notice is given by overnight delivery service, it shall be effective two (2) business days after deposit with the delivery service; and if notice is given by mail, it shall be effective five (5) business days after deposit in the mail.

g. Force Majeure; Excusable Delays.

Both parties shall be excused from performance under this Agreement for any period to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third-party nonperformance, failures or fluctuations in electrical power, heat, light, air conditioning or other utilities, Internet failure, failure of the premises to comply with environmental requirements, unavailability of equipment or software, denial or hindrance of access to the site, or fire or theft of materials, equipment or tools. In addition, BMT shall be excused from performance under this Agreement to the extent that BMT is prevented from performing any obligation, in whole or in part, as a result of any acts or omissions of CLIENT, unforeseen or concealed conditions at the site, or CLIENT's use of Equipment or Software which fails to comply with the specifications of the applicable manufacturer.

h. Construction.

The captions and section headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

i.

This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever